

**A RESOLUTION
BY CITY UTILITIES COMMITTEE**

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SEWER AGREEMENT WITH BEAZER HOMES CORPORATION TO DEFINE THE TERMS AND CONDITIONS OF THE CONSTRUCTION OF CERTAIN SANITARY SEWER IMPROVEMENTS TO THE ROCKLEDGE ROAD OUTFALL, INCLUDING THE RELOCATION AND REALIGNMENT OF CERTAIN SANITARY SEWER LINES, KNOWN AS THE ROCKLEDGE SANITARY SEWER RELIEF PROJECT ("PROJECT"), ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; TO AUTHORIZE THE ABANDONMENT OF CERTAIN SEWER EASEMENTS LOCATED ON PROPERTIES AFFECTED BY THE PROJECT AND NO LONGER NEEDED FOR SUCH PUBLIC PURPOSES, BEING LOCATED IN LAND LOTS 49 and 50 OF THE 17th DISTRICT OF FULTON COUNTY, GEORGIA; AND THE ACCEPTANCE OF CERTAIN NEW SANITARY SEWER EASEMENTS LOCATED IN LAND LOTS 49 and 50 OF THE 17th DISTRICT OF FULTON COUNTY, GEORGIA PURSUANT TO THE PROJECT; TO AUTHORIZE THE MAYOR TO EXECUTE APPROPRIATE QUIT CLAIM DEEDS; TO AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND INSTRUMENTS; AND FOR OTHER PURPOSES .

WHEREAS, Beazer Homes Corporation ("Beazer Homes") is planning to construct a 162 unit residential community of condominiums and recreational amenities within approximately 5.07 acres of real property located along Manchester, Bismark and Rockledge Roads, as further described in that certain plat attached as Exhibit "A," (the "Development") that will be serviced by the Rockledge Road Sanitary Sewer Outfall; and

WHEREAS, the City has determined that the existing Rockledge Road Outfall line of the City of Atlanta Sanitary Sewer System does not have the adequate size to provide the capacity required by government standards to service additional residential and commercial development; and

WHEREAS, the City has determined that certain sanitary sewer improvements are needed to support the Development and any future development, which, including but not be limited to, the installation of 910 linear feet of 18" diameter pipeline to improve and otherwise provide additional sewer capacity to the Rockledge Sanitary Sewer Outfall ("Project"); and

WHEREAS, Beazer Homes and the City have agreed to divide the responsibility of the construction of the Project improvements, whereby the City will construct at its costs the segment known as the Lambert Interconnection, and Beazer will construct at its costs the remaining segment known as the "Developer Upgrade", as more particularly described and according to the terms and conditions set forth in substantial form as the agreement

attached hereto as subject to a Sewer Agreement (the "Agreement") attached hereto as Exhibit "B"; and

WHEREAS, pursuant to the Agreement, Beazer Homes must construct and dedicate, once complete, a portion of the Project improvements represented by the Developer Upgrade at no cost to the City in exchange for the City constructing the Lambert Interconnection, in accordance with the Sewer Agreement; and

WHEREAS, the City's portion of the Project is being constructed using the Annual Sanitary Sewer Construction Contract FC 3006007935; and

WHEREAS, the City of Atlanta is the owner of certain existing easements which run under certain properties affected by the Project, being located in Land Lots 49 and 50 of the 17th District of Fulton County, Georgia; and

WHEREAS, the Project includes the realignment of the City's existing sanitary sewer line and, once completed, the City will have no public use for the portions of the line that are taken out of service as a result of the Project ("Existing Sewer Facilities"); and the City will require additional easements reflecting the location of the new alignment of the sanitary sewer lines contemplated by the Project ("New Sewer Facilities"); and

WHEREAS, it is in the normal and ordinary course of the City to abandon and otherwise release all claim to any unused easements which have no identifiable potential for future use, and to release the encumbrance to the affected property by quitclaiming all rights associated with the City's former easement interest to the property owner; and

WHEREAS, to accomplish the Improvements, the City will abandon certain existing easements ("Old Easements") located on those properties affected by the Project and will acquire other easements in the vicinity corresponding to New Sewer Facilities ("New Easements"), as described in the attached Exhibit "C"; and

WHEREAS, the Commissioner of the Department of Watershed Management recommends the abandonment of the Old Easements and the acquisition of New Easements as further described in the attached Exhibit "C" upon final approval of the Improvements."

WHEREAS, the Commissioner of the Department of Watershed Management recommends the execution of a Sewer Agreement, attached hereto as Exhibit "A," for certain improvements to be performed pursuant to the Rockledge Sewer Relief Project.

NOW THEREFORE BE IT AND IT IS HEREBY RESOLVED BY THE CITY COUNCIL OF THE CITY OF ATLANTA, GEORGIA, AS FOLLOWS that the Mayor is hereby authorized to enter into an Agreement with Beazer Homes for the performance of certain Project improvements by the City of Atlanta and by Beazer Homes Corporation for the Rockledge Sewer Relief Project, in substantial form as the Sewer Agreement attached hereto as Exhibit "B" and incorporated by reference.

BE IT FURTHER RESOLVED, that the City Attorney is authorized to prepare an appropriate agreement in substantial form as Exhibit "B".

BE IT FURTHER RESOLVED, that upon completion of the Project, the Mayor is authorized to execute appropriate quitclaim deeds needed to abandon and otherwise release the City's interest in the Existing Sewer Easements that are no longer needed for public purposes, as further described in Exhibit "C," and pursuant to a Quit Claim deed, as prepared and approved by the City Attorney.

BE IT FURTHER RESOLVED, That the Mayor is authorized to accept appropriate easements and other interests in land from the respective property owners affected by the Project for the New Sewer Facilities, as more particularly described in Exhibit "C," in accordance with appropriate form as prescribed and approved by the City Attorney, on the condition that all such easements, license agreement or other related interests in land be obtained and otherwise acquired on behalf of the City and granted to the City at the cost of Beazer Homes.

BE IT FURTHER RESOLVED, That the Mayor is authorized to execute any and all agreements and other documents or instruments as needed to accomplish the completion of the Project and the terms of the Sewer Agreement after approval by the City Attorney as to form.

BE IT FURTHER RESOLVED, That the Mayor is authorized to accept the New Sewer Facilities that are constructed by Beazer Homes as part of the City's public sanitary sewer system, once said Project improvements are constructed in accordance with the City's requirements and after the City finally approves said facilities as having met all standards, specifications, testing, and analysis and after Beazer Homes provides the City with all necessary documentation substantiating the same, including with out limitation, as-built drawings, approved by the City and in accordance with the Sewer Agreement.

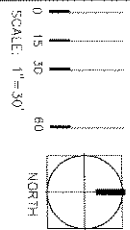
BE IT FURTHER RESOLVED, That once the Project improvements are completed and accepted by the City, the Beazer Homes Corporation shall be entitled to sufficient sewer capacity to service the Development.

BE IT FURTHER RESOLVED, That the Department of Watershed Management, prior to constructing, must approve all plans and specifications for the Project improvements.

BE IT FURTHER RESOLVED, That the Agreement will not become binding on the City and the City will incur no obligation or liability under it until it has been executed by the Mayor, attested to by the Municipal Clerk, approved as to form by the City Attorney and delivered to the Beazer Homes Corporation.

BE IT FINALLY RESOLVED, That all ordinances or parts of ordinances in conflict herewith are hereby repealed.

Exhibit A



LEGEND

- LETLAND CYPRESS
- SAVANNAH HOLLY
- MAGNOLIA
- NUTTALL OAK
- RED MAPLE
- ALLEE ELM

SITE PLAN SPECIFICATIONS

- CURRENT ZONING
- MIN. SIDEWALK WIDTH REQUIREMENTS
- APPROX. BUILDING HEIGHT
- BICYCLE/MOPED SPACES

UNIT COUNTS

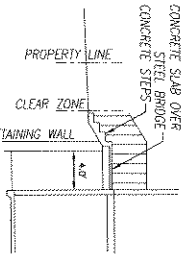
- PHASE I: 28 UNITS
- PHASE II: 20 UNITS
- PHASE III: 104 UNITS
- TOTAL: 152 UNITS

PARCEL A

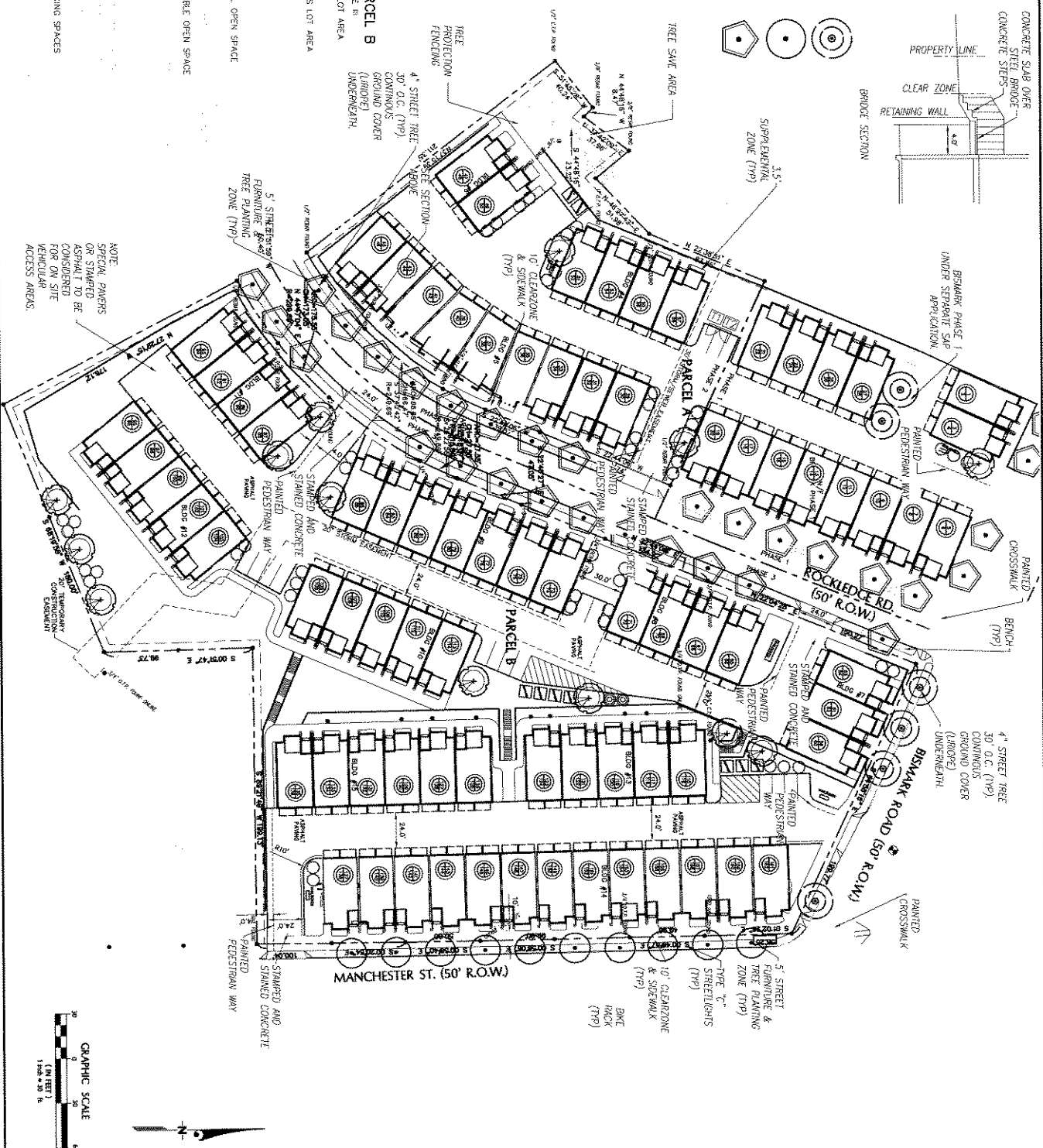
- PHASES I & II
- NET LOT AREA
- GROSS LOT AREA
- FAR
- TOTAL OPEN SPACE
- USEABLE OPEN SPACE

PARCEL B

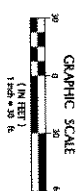
- PHASES I & II
- NET LOT AREA
- GROSS LOT AREA
- FAR
- TOTAL OPEN SPACE
- USEABLE OPEN SPACE



BISMARCK PHASE 1 UNDER SEPARATE SAP APPLICATION



NOTE: SPECIAL PAVERS OR STAMPED ASPHALT TO BE CONSIDERED FOR ON SITE VEHICULAR ACCESS AREAS.



SITE CONSTRUCTION PLANS FOR
BEAZER HOMES
BISMARCK TOWNHOMES PROJECT
CITY OF ATLANTA
SITE LAYOUT PLAN

FULTON COUNTY
GEORGIA

LONG
ENGINEERING, INC.

2550 Heritage Court
Suite 100
Atlanta, Georgia 30339
Tel 770.951.2495
Fax 770.951.2496
www.longeng.com

REVISIONS	DATE	DESCRIPTION

DATE: 06-23-08	BY: [Signature]
CHECKED BY: [Signature]	DATE: 06-23-08
SCALE: 1"=30'	SHEET: 10

Exhibit B

SEWER AGREEMENT

This Sewer Agreement ("Agreement") is made and entered into on the ____ day of June, 2007 ("Effective Date") by and among the **CITY OF ATLANTA**, a municipal corporation organized under the laws of the State of Georgia ("City") and **BEAZER HOMES CORP.**, a Tennessee corporation ("Developer") (City and Developer sometimes collectively referred to as "Parties" or individually as "Party").

STATEMENT OF BACKGROUND

A. The City has determined that the existing Rockledge Road outfall line of the City of Atlanta Sewer System ("Rockledge Line") is inadequate in size to provide the capacity required by government standards to service certain additional residential and commercial development.

B. A Special Administrative Permit was approved on June 13, 2005 to allow construction of a residential community of condominiums and recreational amenities within approximately 5.07 acres of real property located along Manchester, Bismark and Rockledge Road being more particularly described in Exhibit "A" attached hereto and incorporated herein by this reference (herein the "Property"), which will contain approximately 162 units once fully developed and constructed by Developer (the "Development"). The Developer Property is owned by and the Development will be undertaken by Developer.

C. The City has determined that necessary upgrades to serve the Development and other properties in the vicinity will require the installation of approximately 910 linear feet of new sewer line running from the current manhole identified as the Sanitary Sewer Manhole Number 11 or "SSMH 11" running along the current right of way of Lambert Drive (herein the "Lambert Interconnection") and then continuing in a northerly direction through certain property currently owned by Thomas Concrete of Georgia, Inc. and CSX Railroad to the Sanitary Sewer Manhole Existing Number 1 or "SSMH EX 1", being approximately 1,500 feet upstream of the juncture with the South Fork of the Peachtree Creek Trunk (herein the "Developer Upgrade"). Developer agrees to perform all work necessary to construct the Developer Upgrade at its expense and according to the terms of this Agreement. The City agrees to construct the Lambert Interconnection at its expense and according to the terms of this Agreement. The Lambert Interconnection and Developer Upgrade are collectively referred to as ("Improvements") and are more particularly described in the attached sewer improvement plans and index of drawings performed by Long Engineering, attached and incorporated by reference into this Agreement as Exhibit "B" ("Sewer Improvement Plans").

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration the parties agree as follows:

STATEMENT OF AGREEMENT

1. Funding and Authorization.

1.1 The City represents and warrants that funds and means for the construction of the Lambert Interconnection are currently available without further approval or resolution by the City.

1.2 This Agreement is expressly authorized by the City and its applicable authorities and no further resolutions or approvals are required in order for the City to proceed with the Lambert Interconnection, as set forth in legislation number _____, attached and incorporated herein as Exhibit "C".

2. Construction of Sewer Improvements and Contributions.

2.1 Lambert Interconnection. The City shall construct the Lambert Interconnection at its cost and expense in accordance with the Sewer Improvement Plans. The City will be responsible for and shall obtain all state, local and governmental permits and approvals required for the Lambert Interconnection at the cost of the City. The City shall pursue completion of the Lambert Interconnection with due diligence and agrees that it shall use its best efforts to (i) commence the Lambert Interconnection within one hundred twenty (120) days from the date of this Agreement and final approval by the City of the Sewer Improvement Plans; and (ii) complete the Improvements within two hundred seventy (270) days of the date of commencement of the Lambert Interconnection. The City shall obtain all easements necessary to complete the Lambert Interconnection at its cost.

2.2 Developer Upgrade. Developer shall construct the Developer Upgrade at its cost and expense in accordance with the Sewer Improvement Plans. Developer shall further construct at the Developer's cost the necessary sewer improvements located within the Property for the benefit of the Development so as to connect such outfall from the Development into the Rockledge Line. Developer will be responsible and shall obtain all state, local and governmental permits and approvals required for the Developer Upgrade. The Developer will assign, and transfer all required permits with the City, State or federal government related to the construction of the Developer Upgrade and deliver to the City all relevant documentation related to the same within 30 days of the effective date of this Agreement. To the extent required, the City shall facilitate any such road closure or permits needed by Developer in connection with any such work performed by Developer on behalf of the City.

The City acknowledges that the City's agreement to complete the Lambert Interconnection was a material inducement to Developer's agreement to undertake its portion of the Improvements as set forth in this paragraph.

The City shall be permitted to inspect the construction of the Developer Upgrade to ensure that the Developer Upgrade is constructed in accordance with all requirements of the Sewer Improvement Plans and all City requirements. Pursuant to the easements described hereinbelow, the Developer Upgrade shall be dedicated to and accepted by the City as a public sewer facility upon final completion in accordance with the Sewer Improvement Plans and all City requirements and upon final approval by the City, which final approval shall be determined upon a favorable final inspection by the City and the City's approval of the following submissions by Developer at Developer's cost: 1) as-built plans of the Developer Upgrade; 2)

this Agreement. Developer's delivery of the drawings and Easement Plats shall include four (4) individually bound paper sets and an electronic file compatible with AutoCAD software.

3.6 In conjunction with its development of the Developer Property, Developer shall, at the appropriate time, also grant a permanent easement through the Developer Property (**30 feet** in width) centered along any primary sanitary sewer lines.

3.7 The City acknowledges that Developer has undertaken efforts to negotiate or begin negotiations to obtain easements necessary for the Improvements. The Developer agrees to deliver to the City, upon the execution of this Agreement, all relevant documentation, in addition to the Easement Plats, in Developer's possession as may be helpful to assist the City with obtaining the easements required for the Improvements.

4. Sewer Capacity.

Based upon recent information, analysis and the methodology employed by the City for issuing sewer capacity credits, the City acknowledges and agrees that the Rockledge Line in its current state and without construction of the Improvements has sufficient capacity to permit the development of a maximum of 25 residential units within the Development. The number of certificates of occupancy for any such constructed units to be issued by the City will be limited to 25 until such time as the Improvements have been completed and become operational. Based upon recent information, analysis and the methodology employed by the City for issuing sewer capacity credits, the City acknowledges and agrees that the Rockledge Line after completion of the construction of the Improvements will have sufficient capacity to permit the development of a minimum of 162 units within the Development and the City shall issue such assurances and reservation capacity letter in favor of Developer upon completion of the Improvements in order to evidence such additional capacity.

5. General.

Entire Agreement, Modification. This Agreement supersedes all prior discussions and agreements between the City and Developer with respect to the subject matter hereof. This Agreement shall not be modified or amended in any respect except by written instrument executed by or on behalf of the City and Developer in the same manner as this Agreement is executed, and specifically referencing such a modification or amendment.

Binding Effect. This Agreement shall inure to the benefit of and be binding upon the Parties hereto, their heirs, successors, executors and assigns.

Severability. In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof, and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion never been a part hereof.

Further Assurances. On and after the Effective Date, the City and Developer shall, at the request of the other, make, execute and deliver or obtain and deliver all such certificates, resolutions and

other instruments and documents, and shall do or cause to be done all such other things which any party may reasonably require to effectuate the provisions and the intention of this Agreement.

Captions. All captions, headings, paragraphs, subparagraphs, letters and other reference captions are solely for the purpose of facilitating convenient reference to this Agreement, shall not supplement, limit or otherwise vary the text of this Agreement in any respect, and shall be wholly disregarded when interpreting the meaning of any terms or provisions hereof. All references to particular paragraphs and subparagraphs by number refer to the text of the paragraphs or subparagraphs so numbered in this Agreement.

Gender. Words of any gender used in this Agreement shall be held and construed to include any other gender, and words of a singular number shall be held to include the plural, and vice-versa, unless the context requires otherwise.

Exhibits. Each and every exhibit referred to or otherwise mentioned in this Agreement is attached to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full at length every time it is referred to or otherwise mentioned.

References. All references to paragraphs or subparagraphs shall be deemed to refer to the appropriate paragraph or subparagraphs of this Agreement. Unless otherwise specified in this Agreement, the terms "herein," "hereof," "hereinafter," "hereunder" and other terms of like or similar import, shall be deemed to refer to this Agreement as a whole, and not to any particular paragraph or subparagraph hereof.

Rights Cumulative. Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity.

Notices. All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered by hand or by certified mail, return receipt requested, or by UPS Next Day Air, or by hand delivery by reputable courier, to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

To City:	Commissioner of Watershed Management
	Suite 5400
	55 Trinity Avenue
	Atlanta, Georgia 30303

And

Chief Operating Officer
Office of the Mayor, Suite 2400
55 Trinity Avenue
Atlanta, Georgia 30303

To Developer: Beazer Homes Corp.
Attention: Division President
3740 Davinci Court
Suite 200
Norcross, Georgia 30092

Assignment. The interest of Developer may be assigned to a successor entity that expressly assumes and agrees to discharge the obligations of Developer hereunder.

Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same.

Governing Law.

This Agreement, and the rights and obligations of the parties hereunder, shall be governed by and construed in accordance with the laws of the State of Georgia, without giving effect to principles of conflicts of laws thereof. Developer and the City hereby establish jurisdiction and venue for any action brought with respect to this Agreement in Fulton County, Georgia.

This Agreement is subject to the rules, regulations, orders and other requirements, now or hereafter in effect, of all governmental authorities having jurisdiction over this Agreement, the Parties or any of them, provided, however, that the provisions of this Agreement shall not be amended, modified or abrogated by any rules, regulations, order or other requirements promulgated, enacted or issued by the City or any other governmental entity after the date this Agreement becomes effective.

No Partnership. This Agreement shall not be interpreted or construed to create an association, joint venture or partnership between the Parties, nor to impose any partnership obligations or liabilities on either Party. Furthermore, no Party shall have any right, power or authority to enter into any agreement or undertaking for or on behalf of, to act as or be an agent or representative of, or to otherwise bind any other Party.

Time of Essence. Time is and shall be of the essence in this Agreement.

Waiver. The failure of any Party to seek redress for any violation of, or to insist upon the strict performance of, any term of this Agreement will not prevent a subsequent violation of this Agreement from being actionable by such Party.

Survival. This Agreement shall survive the contribution of the Drawings and Easement Plats and the construction of the Improvements by Developer and the City.

IN WITNESS WHEREOF, this Agreement is signed, sealed and delivered as of the Date of this Agreement.

CITY OF ATLANTA

Attest:

Rhonda D. Johnson, Municipal Clerk

By: _____
Mayor Shirley Franklin

[City Seal]

Robert Hunter,
Commissioner, Department of
Watershed Management

Approved as to Form:

Recommended:

Assistant City Attorney

Chief Operating Officer

Commissioner, Dept. of Watershed Management

DEVELOPER

BEAZER HOMES CORP.

By: _____
Title: _____

(CORPORATE SEAL)

LEGAL DESCRIPTION

Exhibit C

20' Sanitary Sewer Easement

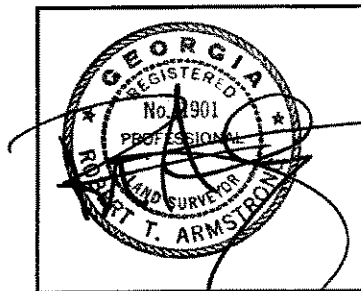
All of that tract or parcel of land lying or being in Land Lot 49, 17th Land District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right of way of Interstate 85 (variable public R.O.W.) and the northerly right of way of Lambert Drive (40' public R.O.W.);
thence northeasterly along the northerly right of way of Lambert Drive (40' public R.O.W.) North 89 degrees 15 minutes 38 seconds East, a distance of 56.86 feet to a point;
said point being THE POINT OF BEGINNING.
thence leaving said right of way North 00 degrees 57 minutes 03 seconds East, a distance of 42.91 feet to a point;
thence North 31 degrees 30 minutes 59 seconds East, a distance of 157.82 feet to a point;
thence North 07 degrees 18 minutes 15 seconds East, a distance of 159.46 feet to a point;
thence North 07 degrees 13 minutes 09 seconds East, a distance of 51.90 feet to a point;
thence South 82 degrees 24 minutes 52 seconds East, a distance of 20.00 feet to a point;
thence South 07 degrees 13 minutes 09 seconds West, a distance of 51.79 feet to a point;
thence South 07 degrees 18 minutes 15 seconds West, a distance of 163.77 feet to a point;
thence South 31 degrees 30 minutes 59 seconds West, a distance of 156.65 feet to a point;
thence South 00 degrees 57 minutes 03 seconds West, a distance of 36.86 feet to a point on the northerly right of way of Lambert Drive (40' public R.O.W.);
thence southwesterly along the northerly right of way of Lambert Drive (40' public R.O.W.) South 89 degrees 15 minutes 38 seconds West, a distance of 20.01 feet to a point;
said point being THE POINT OF BEGINNING.
Said tract or parcel containing 8,212 square feet or 0.19 acres.

10' Sanitary Sewer Abandonment Easement

All of that tract or parcel of land lying or being in Land Lot 49, 17th Land District, City of Atlanta, Fulton County, Georgia and being more particularly described as follows:

Commencing at a point at the intersection of the easterly right of way of Interstate 85 (variable public R.O.W.) and the northerly right of way of Lambert Drive (40' public R.O.W.);
thence northeasterly along the northerly right of way of Lambert Drive (40' public R.O.W.) North 89 degrees 15 minutes 38 seconds East, a distance of 100.89 feet to a point;
said point being THE POINT OF BEGINNING.
thence leaving said right of way North 17 degrees 58 minutes 25 seconds East, a distance of 65.27 feet to a point;
thence North 17 degrees 48 minutes 53 seconds East, a distance of 107.46 feet to a point;
thence North 54 degrees 15 minutes 28 seconds West, a distance of 83.99 feet to a point;
thence North 38 degrees 19 minutes 37 seconds East, a distance of 152.95 feet to a point;
thence North 06 degrees 55 minutes 15 seconds East, a distance of 50.82 feet to a point;
thence South 82 degrees 24 minutes 52 seconds East, a distance of 6.81 feet to a point;
thence along a curve to the right an arc distance of 3.19 feet with a radius of 2,391.59 feet at a chord bearing and distance of South 82 degrees 24 minutes 10 seconds East, a distance of 3.19 feet to a point;
thence South 06 degrees 55 minutes 15 seconds West, a distance of 53.52 feet to a point;
thence South 38 degrees 19 minutes 37 seconds West, a distance of 145.30 feet to a point;
thence South 54 degrees 15 minutes 28 seconds East, a distance of 80.80 feet to a point;
thence South 17 degrees 48 minutes 53 seconds West, a distance of 114.75 feet to a point;
thence South 17 degrees 58 minutes 25 seconds West, a distance of 61.89 feet to a point on the northerly right of way of Lambert Drive (40' public R.O.W.);
thence southwesterly along the northerly right of way of Lambert Drive (40' public R.O.W.) South 89 degrees 15 minutes 38 seconds West, a distance of 10.56 feet to a point;
said point being THE POINT OF BEGINNING.
Said tract or parcel containing 4,584 square feet or 0.11 acres.



SURVEY NOT VALID WITHOUT SURVEYOR'S
ORIGINAL BLACK INK SIGNATURE
OVER RED SEAL

Armstrong Land Surveying, Inc.
POST OFFICE BOX 775
DOUGLASSVILLE, GEORGIA 30133
PHONE (770) 577-0077 / FAX (770) 577-0088

© COPYRIGHT ARMSTRONG LAND SURVEYING, INC., 2007

SHEET 1 OF 3

20' SANITARY SEWER EASEMENT EXHIBIT &
10' SANITARY SEWER ABANDONMENT EASEMENT EXHIBIT FOR:

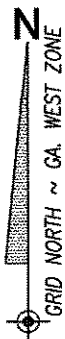
CITY OF ATLANTA

CITY OF ATLANTA
LAND LOT 49 ~ 17TH LAND DISTRICT
FULTON COUNTY, GEORGIA

SCALE 1" = 50'
SURVEY DATE: 04/17/2006
PLAT DATE: 08/06/2007

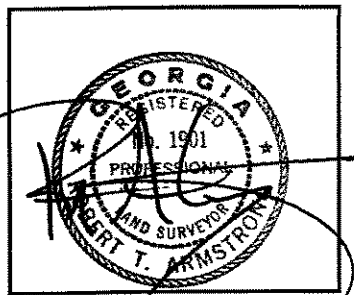
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JOB NUMBER: 07-151

FIELD: HBM DRAWN: JHB CHECKED: RTA



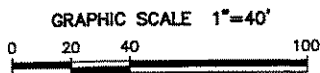
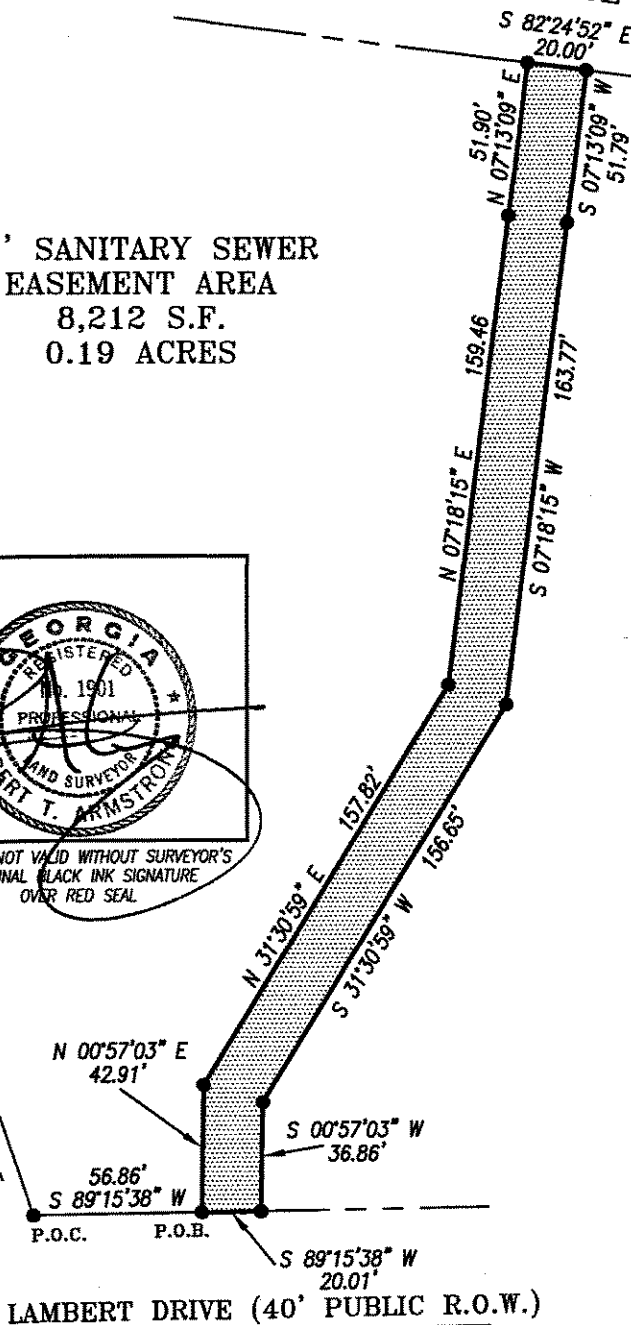
SEABOARD AIRLINE RAILROAD
(100' PRIVATE R.O.W.)

20' SANITARY SEWER
EASEMENT AREA
8,212 S.F.
0.19 ACRES



SURVEY NOT VALID WITHOUT SURVEYOR'S
ORIGINAL BLACK INK SIGNATURE
OVER RED SEAL

(VARIABLE
INTERSTATE 85
PUBLIC R.O.W.)



Armstrong Land Surveying, Inc.
POST OFFICE BOX 775
DOUGLASVILLE, GEORGIA 30133
PHONE: (770) 577-0077 / FAX: (770) 577-0088

20' SANITARY SEWER EASEMENT EXHIBIT FOR:

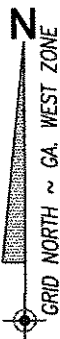
CITY OF ATLANTA

CITY OF ATLANTA
LAND LOT 49 ~ 17TH, LAND DISTRICT
FULTON COUNTY, GEORGIA

DRAWING NAME: 07-151
JOB NUMBER: 07-151

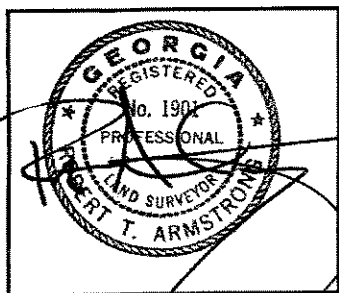
SCALE 1" = 50'
SURVEY DATE: 04/17/2006
PLAT DATE: 08/06/2007

FIELD: HBM DRAWN: JHB CHECKED: RTA



SEABOARD AIRLINE RAILROAD
(100' PRIVATE R.O.W.)

S 82°24'52" E 6.81'
ARC=3.19'
CH=3.19'
S 82°24'10" E
R=2391.59'

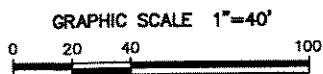


SURVEY NOT VALID WITHOUT SURVEYOR'S
ORIGINAL BLACK INK SIGNATURE
OVER RED SEAL

10' SANITARY SEWER
ABANDONMENT
EASEMENT AREA
4,584 S.F.
0.11 ACRES

(VARIABLE PUBLIC R.O.W.)
INTERSTATE 85

LAMBERT DRIVE (40' PUBLIC R.O.W.)



Armstrong Land Surveying, Inc.
POST OFFICE BOX 775
DOUGLASSVILLE, GEORGIA 30133
PHONE: (770) 577-0077 / FAX: (770) 577-0066

10' SANITARY SEWER ABANDONMENT EASEMENT EXHIBIT FOR:

CITY OF ATLANTA

CITY OF ATLANTA
LAND LOT 49 ~ 17TH, LAND DISTRICT
FULTON COUNTY, GEORGIA

SCALE 1" = 50'
SURVEY DATE: 04/17/2006
PLAT DATE: 08/06/2007

DRAWING NAME: 07-151
JOB NUMBER: 07-151

FIELD: HSM DRAWN: JHB CHECKED: RTA

TRANSMITTAL FORM FOR LEGISLATION

TO: MAYOR'S OFFICE

ATTN: GREG PRIDGEON

Dept.'s Legislative Liaison: _____ Maisha L. Wood _____

Contact Number: _____ (404) 330-6887 _____

Originating Department: _____ Department of Watershed Management _____

Committee(s) of Purview: _____ CITY UTILITIES COMMITTEE _____

Chief of Staff Deadline: _____ August 30, 2007 _____

Anticipated Committee Meeting Date(s): _____ September 11, 2007 _____

Anticipated Full Council Date: _____ September 17, 2007 _____

Legislative Counsel's Signature: _____  _____

Commissioner Signature: _____  xP _____

Chief Procurement Officer Signature: _____

CAPTION

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A SEWER AGREEMENT WITH BEAZER HOMES CORPORATION TO DEFINE THE TERMS AND CONDITIONS OF THE CONSTRUCTION OF CERTAIN SANITARY SEWER IMPROVEMENTS TO THE ROCKLEDGE ROAD OUTFALL, INCLUDING THE RELOCATION AND REALIGNMENT OF CERTAIN SANITARY SEWER LINES, KNOWN AS THE ROCKLEDGE SANITARY SEWER RELIEF PROJECT ("PROJECT"), ON BEHALF OF THE DEPARTMENT OF WATERSHED MANAGEMENT; TO AUTHORIZE THE ABANDONMENT OF CERTAIN SEWER EASEMENTS LOCATED ON PROPERTIES AFFECTED BY THE PROJECT AND NO LONGER NEEDED FOR SUCH PUBLIC PURPOSES, BEING LOCATED IN LAND LOTS 49 and 50 OF THE 17th DISTRICT OF FULTON COUNTY, GEORGIA; AND THE ACCEPTANCE OF CERTAIN NEW SANITARY SEWER EASEMENTS LOCATED IN LAND LOTS 49 and 50 OF THE 17th DISTRICT OF FULTON COUNTY, GEORGIA PURSUANT TO THE PROJECT; TO AUTHORIZE THE MAYOR TO EXECUTE APPROPRIATE QUIT CLAIM DEEDS; TO AUTHORIZE THE MAYOR TO EXECUTE ANY NECESSARY DOCUMENTS AND INSTRUMENTS; AND FOR OTHER PURPOSES .

FINANCIAL IMPACT (if any) N/A

Mayor's Staff Only

Received by CPO: _____ Received by LC from CPO: _____
(date) (date)

Received by Mayor's Office: 8/24/07 (signature) Reviewed by: (signature)
(date) (date)

Submitted to Council: _____
(date)